

GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

- A. Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.
1. Amendment means a written, official modification to an RFQ.
 2. Attachment applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
 3. Bid Date and Time and similar expressions mean the deadline required by the RFQ for the receipt of bids.
 4. Bidder means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
 5. Contract means a legal and binding agreement between two or more competent parties for the procurement of equipment, supplies, and/or services.
 6. Contractor means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract with the Owner.
 7. Exhibit applies to forms which are included with an RFQ for the bidder to complete and submit with the bid prior to the specified date and time bids are due.
 8. Facility means the specific location identified herein for which the supplies are being solicited.
 9. When determining the lowest and best award, cost and/or other factors are to be considered in the evaluation process. Factors may include, but are not limited to, value, performance, and quality of a product.
 10. Missouri product means goods or commodities which are manufactured, mined, produced, or grown by companies in Missouri, or services provided by such companies.
 11. May means that a certain feature, component, or action is desirable but not mandatory.
 12. Must means that a certain feature, component, or action is mandatory. Failure to provide or comply will result in a bid being considered non-responsive.
 13. Owner means the statutory unit of Missouri state government for which the equipment, supplies, and/or services are being purchased. The owner is responsible for payment.
 14. Pricing Page(s) applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified date and time bids are due.
 15. Request for Quotation (RFQ) means the solicitation document issued by the Owner to potential bidders for the purchase of equipment, supplies, and/or services as required in the document.

16. RSMo (Revised Statutes of Missouri) refers to the body of laws enacted by the Missouri General Assembly which govern the operations of all agencies of the State of Missouri. Chapter 34 of the state statutes is the primary chapter governing this procurement.
17. Shall has the same meaning as the word must.
18. Should has the same meaning as the word may.
19. Supplies means supplies, materials, equipment, contractual services and any and all articles or things, except for utility services regulated under Chapter 393, RSMo.
20. Value includes but is not limited to price, performance, and quality. In assessing value, the Owner may consider the economic impact to the state of Missouri for Missouri products versus the economic impact of products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.
21. Will has the same meaning as the words shall and must.

ARTICLE 1.2 - APPLICABLE LAWS AND REGULATIONS

- A. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- B. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the Owner.
- C. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- D. The Contractor must file and pay timely all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- E. The exclusive venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- F. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

ARTICLE 1.3 - CONTRACT/PURCHASE ORDER

- A. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the Contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Owner's acceptance of the response (bid) by "notice of award." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- B. A notice of award issued by the Owner does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Owner, the Contractor must receive a properly authorized

purchase order or other form of authorization given to the Contractor at the discretion of the Owner.

- C. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the Owner prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- D. The quantities indicated in this RFQ are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities nor total aggregate order quantities.
- E. Contract Period - The original contract period shall be as stated in Section 1 on the RFQ Cover Page. The contract shall not bind, nor purport to bind, the Owner for any contractual commitment in excess of the original contract period. The Owner shall have the right, at its sole option, to renew the contract for additional one-year periods as stated in Section 1 of the RFQ Cover Page, or any portion thereof. In the event the Owner exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document. However, the Contractor shall understand and agree that any renewal period increases specified in the Contractor's response are not automatic. If at the time of contract renewal the Owner determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the Contractor, the contract may be terminated, and a new procurement process may be conducted. The Contractor shall also understand and agree the Owner may determine funding limitations necessitate a decrease in the Contractor's pricing for the renewal period(s). If such action is necessary and the Contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- F. Renewal Periods - If the option for renewal is exercised by the Owner, the Contractor shall agree that the prices for the renewal period shall not exceed the costs for the applicable renewal period stated on the Pricing Page of the contract. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.

ARTICLE 1.4 - INVOICING AND PAYMENT

- A. The Owner does not pay state or federal taxes unless otherwise required under law or regulation.
- B. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. The invoice must be submitted to the "bill to" address as specified on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- C. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Owner.
- D. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.

- E. The Owner assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the Contractor's expense.
- F. All invoices for equipment, supplies, and/or services purchased by the Owner shall be subject to late payment charges as provided in § 34.055, RSMo.
- G. Pricing - All prices shall be as indicated on the Pricing Page.
 - 1. The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2. It is the responsibility of the bidder to include all applicable taxes, fees, and permits in their bid. After the bid is awarded, the Contractor will no longer be entitled to adjustments for these forgotten costs in the bid. It is also the responsibility of the bidder to include delivery charges in his or her bid. Similarly, the Contractor will not be entitled to adjustments for failing to include delivery cost in the bid, except in extraordinary circumstances when the facility requests special delivery after the bid is awarded.
 - 3. The bidder's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.
- H. Payments - The Contractor shall understand and agree the Owner reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must return a completed state Vendor ACH/EFT Application which is downloadable from the following website: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>. Each Contractor invoice must be on the Contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the Contractor to properly apply Owner payments to invoices. The Contractor must comply with all other invoicing requirements stated in the RFQ.
 - 1. The Contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
 - 2. All payment terms shall be as stated herein unless otherwise addressed in the RFQ, or mutually agreed to by the Owner and the Contractor. Payment terms should be net 30 days unless otherwise stated in the RFQ. No late charges shall be applied which are not in compliance with Chapter 34.055, RSMo. This statute may be found at <http://www.moga.mo.gov/STATUTES/STATUTES.HTM>.
- I. The Owner reserves the right to purchase supplies and services using the state purchasing card.

ARTICLE 1.5 - DELIVERY

- A. Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

ARTICLE 1.6 - INSPECTION AND ACCEPTANCE

- A. No equipment, supplies, and/or services received by the Owner pursuant to a contract shall be deemed accepted until the Owner has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- B. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- C. The Contractor shall be responsible for replacing any item received in damaged condition at no cost to the Owner. This includes all shipping costs for returning non-functional items to the Contractor for replacement.
- D. The Owner reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- E. The Owner's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

ARTICLE 1.7 - WARRANTY

- A. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Owner, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- B. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

ARTICLE 1.8 - CONFLICT OF INTEREST

- A. Elected or appointed officials or employees of the State of Missouri, or any political subdivision thereof, serving in an executive or administrative capacity must comply with § 105.452 and 105.454, RSMo regarding conflict of interest.
- B. The bidder hereby covenants that at the time of the submission of the bid the bidder has no other contractual relationships which would create any actual or perceived conflict of interest. The bidder further agrees that during the term of the contract neither the bidder nor any of its employees shall acquire any other contractual relationships which create such a conflict.

ARTICLE 1.9 - REMEDIES AND RIGHTS

- A. No provision in the contract shall be construed, expressly or implied, as a waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim by the Owner of the Contractor's default or breach of contract.
- B. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the Owner of all rights, title and interest in and to all causes of action that the

Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the Owner.

ARTICLE 1.10 - CANCELLATION OF CONTRACT

- A. In the event of material breach of the contractual obligations by the Contractor, the Owner may cancel the contract. At its sole discretion, the Owner may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the Owner within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- B. If the Contractor fails to cure the breach or if circumstances demand immediate action, the Owner will issue a notice of cancellation terminating the contract immediately. If it is determined the Owner improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- C. If the Owner cancels the contract for breach, the Owner reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Owner deems appropriate and charge the Contractor for any additional costs incurred thereby.
- D. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. The contract shall not be binding upon the Owner for any period in which funds have not been appropriated, and the Owner shall not be liable for any costs associated with termination caused by lack of appropriations.
- E. Termination - The Owner reserves the right to terminate the contract at any time, for the convenience of the Owner, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Owner pursuant to the contract prior to the effective date of termination.

ARTICLE 1.11 - COMMUNICATIONS AND NOTICES

- A. Any notice to the bidder/Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/Contractor.

ARTICLE 1.12 - BANKRUPTCY OR INSOLVENCY

- A. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Owner immediately.
- B. Upon learning of any such actions, the Owner reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

ARTICLE 1.13 – PROPERTY OF THE STATE

- A. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the Contractor pursuant to the terms of the contract shall become the property of the Owner. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Owner.

ARTICLE 1.14 - INVENTIONS, PATENTS AND COPYRIGHTS

- A. The Contractor shall defend, protect, and hold harmless the Owner, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.
- B. If any copyrighted material is developed as a result of the contract, the Owner shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for the Owner's purposes or the purpose of the State of Missouri.

ARTICLE 1.15 - NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- A. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:
 - 1. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2. The identification of a person designated to handle affirmative action;
 - 3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4. The exclusion of discrimination from all collective bargaining agreements; and
 - 5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- B. If discrimination by a contractor is found to exist, the Owner shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Owner until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

ARTICLE 1.16 - AMERICANS WITH DISABILITIES ACT

- A. In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

ARTICLE 1.17 - TITLES

- A. Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

ARTICLE 2 – EXHIBITS AND OTHER DOCUMENTATION - WHEN REQUIRED

PRICING PAGES – Required to be submitted with all RFQ’s.

Exhibit A – BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF WORK AUTHORIZATION – Required if the RFQ involves a solicitation for *services* with a total cost that will exceed \$5,000. If a solicitation is for services and commodities, section 285.530, RSMo, applies if the *services portion of the solicitation is over \$5,000*.

Exhibit A is not required if the solicitation is for commodities only.

Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

Exhibit B – MISSOURI SERVICE-DISABLED VETERAN BUSINESS PREFERENCE - Required if the bidder is eligible to receive the Missouri service-disabled veteran business preference pursuant to § 34.074, RSMo.

Exhibit C – PARTICIPATION COMMITMENT - Required if bidder proposes to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified SDVE in the provision of the products/services required in the RFQ.

Exhibit D – WORKSHOP PARTICIPATION - Required if bidder proposes to include the participation of an Organization for the Blind/Sheltered Workshop and/or qualified SDVE in the provision of the products/services required in the RFQ.

Exhibit E – DEBARMENT CERTIFICATION – Required to be submitted with all RFQ’s.

Exhibit F – MISCELLANEOUS INFORMATION – Required when applicable. Per Executive 04-09, Offshore Services Text to be used in all solicitations for services and is included on this exhibit.

Exhibit G – BIDDER’S REFERENCES – Required when applicable.

Exhibit H – JANITORIAL BUSINESS PLAN – Required if RFQ is for janitorial services.

Attachment 1 – HIPAA REQUIREMENTS – Required if procurement is for a Department of Mental Health Facility or other facility that is required to meet 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.*

Other Required Documentation:

In addition to **Exhibit A**, if the bidder meets the definition of a business entity, and has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm, Box B of Exhibit A must be completed and the required documentation submitted.

In addition to **Exhibit B**, if the bidder is eligible to receive the **Missouri service-disabled veteran business preference** pursuant to § 34.074, RSMo, a copy of a letter from the Department of Veterans Affairs (VA), or a copy of the bidder's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty) from the branch of service the bidder was in.

ARTICLE 3 - DUTIES OF THE CONTRACTOR:

- A. Contractor Liability - The Contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the Contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the Contractor assumes the obligation to save the Owner, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
 - 1. The Contractor also agrees to hold the Owner, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor under the terms of the contract.
 - 2. The Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Owner, including its agencies, employees, and assignees.
 - 3. Under no circumstances shall the Contractor be liable for any of the following: (1) third party claims against the Owner for losses or damages (other than those listed above) or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the Contractor is informed of their possibility.
- B. Contractor Status - The Contractor represents themselves to be an independent contractor offering such services to the general public and shall not represent themselves or their employees to be an employee of the Owner. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Owner, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- C. Confidentiality and Security Documents - If required by the Owner, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- D. The Contractor's personnel shall be reasonably dressed and groomed while at the facilities.
- E. Upon arrival to the facilities and prior to beginning service, the Contractor and the Contractor's personnel shall follow the sign-in procedures specified below:

1. If Department of Corrections (DOC) or Department of Mental Health (DMH) facilities are provided services through this RFQ, then the Contractor shall provide five (5) days advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the Contractor and the Contractor's personnel must present a photo form of legal identification, the tools being taken into the facilities, and a written inventory of the tools for verification.
 2. If Department of Elementary and Secondary Education (DESE) facilities are provided services through this RFQ, the Contractor shall provide forty-eight (48) hours advanced notice prior to arrival to the facilities. Upon arrival to the facilities, the Contractor and the Contractor's personnel shall sign in at the main reception/front desk or with the building manager.
 3. If Office of Administration, Division of Facilities Management, Design and Construction (OA/FMDC) or Missouri State Highway Patrol (MSHP) facilities are provided services through this RFQ, the Contractor shall sign in at the main reception/front desk or with the building manager upon arrival to the facility.
- E. The Contractor's personnel shall wear an article of clothing identifying the Contractor or a subcontractor, and have a picture ID tag visible at all times.
- F. Contractor Badge - The Contractor shall obtain a Contractor Badge from each location for the Department of Corrections, the Department of Mental Health, the Missouri State Highway Patrol and from each Office of Administration, Division of Facilities Management, Design and Construction regional office. The Contractor's personnel shall wear the Contractor Badge at all times while working at each facility.
- G. Security Clearance - The Contractor and the Contractor's personnel assigned to the contract must have a security clearance in order to provide service under the contract.
1. If this RFQ involves janitorial services, by no later than fifteen (15) calendar days prior to the effective date of the contract, the Contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State ID Badge Office, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
 2. For all other procurements, by no later than fifteen (15) calendar days after the effective date of the contract, the Contractor shall provide the following:
 - a. For the Contractor's personnel assigned to provide services at any Department of Corrections facility, the Contractor must submit a list of names, social security numbers, and dates of birth of the Contractor's personnel to the applicable Department of Corrections facility.
 - b. For the Contractor's personnel assigned to provide services at any Department of Mental Health facility, the Contractor must submit a list of names, social security numbers, and dates of birth of the Contractor's personnel to the applicable Department of Mental Health facility.
 - c. For the Contractor's personnel assigned to provide services at any Office of Administration, Division of Facilities Management, Design and Construction facility, the Contractor must obtain a security clearance from the Missouri State Highway Patrol and submit it to Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State ID Badge Office, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.
 - d. For the Contractor's personnel assigned to provide services at any Missouri State Highway Patrol facility, the Contractor must submit a list of names, social security

numbers and dates of birth of the Contractor's personnel to: Office of Administration, Division of Facilities Management, Design and Construction, Attention: Missouri State Highway Patrol Service Level Manager, Harry S Truman Building, Room 730, P.O. Box 809, Jefferson City, Missouri, 65102.

3. For each new person assigned to provide janitorial services, the Contractor must provide the required security clearance information prior to the new person providing services.
4. For each new person assigned to provide services other than janitorial, the Contractor must provide the required security clearance information at least five (5) days prior to the new person providing services.
5. On the annual anniversary date that the personnel was assigned to the building, the Contractor must submit a new Highway patrol security clearance for each of the Contractor's personnel.
6. The Owner shall have the right to deny any of the Contractor's personnel access to any facility for any reason.

H. Authorized Personnel - The Contractor understands and agrees that by signing the RFQ, the Contractor certifies the following:

1. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
2. If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the Owner has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the Owner shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state.
 - a. If this RFQ involves a procurement with a total cost exceeding \$5,000, then the Owner may also withhold up to twenty-five percent of the total amount due to the Contractor.
3. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
4. If this RFQ involves a procurement with a total cost exceeding \$5,000, and the contractor meets the definition of a business entity as defined in § 285.525, RSMo pertaining to § 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in § 285.525, RSMo pertaining to § 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - a. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - b. Provide to the Owner the documentation required in **Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization** affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - c. Submit to the Owner a completed, notarized Affidavit of Work Authorization provided in **Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**.

- d. In accordance with subsection 2 of § 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
- I. Substitution of Personnel - The Contractor agrees and understands that the Owner's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the bid. Therefore, the Contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the facility. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the facility's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The Owner agrees that an approval of a substitution will not be unreasonably withheld.
- J. Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Owner and to ensure that the Owner is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Owner and the Contractor.
 - 1. The Contractor shall expressly understand and agree that the Contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
 - 2. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the Contractor of the responsibility for providing the products/services as described and set forth herein.
 - 3. The Contractor must obtain the approval of the Owner prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
 - 4. If this RFQ involves a procurement with a total cost exceeding \$5,000, then the following applies. Pursuant to § 285.530.1, RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with § 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates § 285.530.1, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
 - a. The direct subcontractor is not knowingly in violation of § 285.530.1, RSMo and
 - b. Shall not henceforth be in such violation and
 - c. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- K. Confidentiality - The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Owner.
- L. Commercial Drivers License - The Contractor and the Contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being

towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The Contractor must submit proof or verification of compliance with such Act to the Owner no later than 30 calendar days after award of the contract.

- M. Hazardous Materials Data Sheet and Labeling - The Owner, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate supplies purchased by the Owner must contain a material safety data sheet and warning labels with each shipment. Therefore, the Contractor must comply with this mandatory requirement for all supplies which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with supplies returned at the Contractor's expense as well as suspension from the solicitation list for future requirements.
- N. Coordination - The Contractor shall fully coordinate all contract activities with those activities of the facility. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the facility or the Owner throughout the effective period of the contract.
- O. Transition - Upon award of the contract, the Contractor shall work with the Owner and any other organizations designated by the Owner to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Owner. Upon expiration, termination, or cancellation of the contract, the Contractor shall assist the Owner to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the Owner.
- P. Authorized Representative - The Contractor shall, within 5 days after award of the contract, submit a written identification and notification to the facility of the name, title, address, and telephone number of one individual within the Contractor's organization as a duly authorized representative to whom all correspondence, official notices, and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that the facility is notified immediately
- Q. Federal Funds Requirements - The Contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the Owner is obtained and unless they clearly state the following as provided by the Owner:
 - 1. the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2. the dollar amount of Federal funds for the project or program; and
 - 3. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- R. Participation by Blind/Sheltered Workshops - The Contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the Contractor's awarded bid.

1. The Contractor shall prepare and submit to the Owner a report detailing all payments made by the Contractor to Organizations for the Blind/Sheltered Workshops participating in the contract for the reporting period. The Contractor must submit the report on a monthly basis, unless otherwise determined by the Owner.
2. The Owner will monitor the Contractor's compliance in meeting the participation levels committed to in the Contractor's awarded bid. If the Contractor's payments to the participating entities are less than the amount committed, the Owner may cancel the contract and/or suspend or debar the Contractor from participating in future state procurements, or retain payments to the Contractor in an amount equal to the value of the participation commitment less actual payments made by the Contractor to the participating entity. If the Owner determines that the Contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
3. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the Contractor must obtain other certified organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the Contractor's awarded bid.
 - a. The Contractor must obtain the written approval of the Owner for any new entities. This approval shall not be arbitrarily withheld.
 - b. If the Contractor cannot obtain a replacement entity, the Contractor must submit documentation to the Owner detailing all efforts made to secure a replacement. The Owner shall have sole discretion in determining if the actions taken by the Contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the Contractor's participation commitment.
4. Within thirty days of the end of the original contract period, the Contractor must submit an affidavit to the Owner. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The Contractor may use the affidavit available on the Office of Administration/Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.